



Memphis City Council Summary Sheet

Resolution for Concrete Replacement in Various Locations

- Project to replace sidewalks, curbs, etc. removed to repair sanitary sewers.
- This project was initiated by the Public Works Division
- N/A
- This project requires a construction contract with Barnes & Brower to replace concrete.
- The project is funded under the Sewer Fund FY12 CIP rehab of existing sewers.

RESOLUTION

WHEREAS, the Council of the City of Memphis approved Rehab Existing Sewers, project number SW02001 as part of the Public Works Fiscal Year 2012 Capital Improvement Budget; and

WHEREAS, on June 18, 2010 the Public Works Division accepted bids for Concrete Replacement, project SW02085, and on November 9, 2010 entered into a contract with Barnes & Brower with the option of extending the contract; and

WHEREAS, it is in the best interest of the City to extend the Barnes & Brower contract in the Fiscal Year 2012 Capital Improvement Budget; and

WHEREAS, it is necessary to transfer an allocation of \$200,000.00 funded by Sewer Revenue Bonds from Rehab Existing Sewers, project number SW02001 to Concrete Replacement, project number SW02085; and

WHEREAS, it is necessary to appropriate \$200,000.00 funded by Sewer Revenue Bonds in Concrete Replacement, project number SW02085 for concrete replacement in various locations.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Fiscal Year 2012 Capital Improvement Budget be and is hereby amended by transferring an allocation of \$200,000.00 funded by Sewer Revenue Bonds from Rehab Existing Sewers, project number SW02001 to Concrete Replacement, project number SW02085 for concrete replacement, in various locations.

BE IT FURTHER RESOLVED, that there be and is hereby appropriated the sum of \$200,000.00 funded by Sewer Revenue Bonds chargeable to the Fiscal Year 2012 Capital Improvement Budget and credited as follows:

Project Title:	Concrete Replacement
Project Number	SW02085
Amounts:	\$200,000.00



Memphis City Council
Summary Sheet
Floodwall Gate Replacement

1. This is a construction project to fabricate and install concrete stop logs at 6 gate locations along the flood wall.
2. This item is being submitted by Public Works (Environmental Construction)
3. This item does not change an existing ordinance or resolution.
4. This item requires a new contract.
5. This item requires an expenditure of funds.

RESOLUTION

WHEREAS, the Council of the City of Memphis approved Flood Control-ST, project number ST03059, as part of the Public Works Fiscal Year 2012 Capital Improvement Budget; and

WHEREAS, bids were taken on September 9, 2011 for the fabrication and installation of concrete stop logs at six locations along the flood wall with the lowest complying bid of five bids being \$477,163.98 submitted by Zellner Construction Services, LLC; and

WHEREAS, it is necessary to transfer an allocation of \$524,880.00 funded by G.O. Bonds – General (Storm Water) from Flood Control-ST, project number ST03059, to Floodwall Gate Replacement project number ST03136, for the fabrication and installation of concrete stop logs at six locations along the flood wall; and

WHEREAS, it is necessary to appropriate \$524,880.00 funded by G.O. Bonds – General (Storm Water) in Floodwall Gate Replacement, project number ST03136, as follows:

Contract Amount	\$477,164.00
Project Contingencies	<u>47,716.00</u>
	\$524,880.00

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Fiscal Year 2012 Capital Improvement Budget be and is hereby amended by transferring an allocation of \$524,880.00 funded by G.O. Bonds – General (Storm Water) from Flood Control-ST, project number ST03059, to Floodwall Gate Replacement, project number ST03136, for the fabrication and installation of concrete stop logs at six locations along the flood wall .

BE IT FURTHER RESOLVED, that there be and is hereby appropriated the sum of \$524,880.00 funded by G.O. Bonds – General (Storm Water) chargeable to the FY 2012 Capital Improvement Budget and credited as follows:

Project Title	Floodwall Gate Replacement
Project Number	ST03136
Amount	\$524,880.00



Memphis City Council Summary Sheet

Resolution supporting the development plans for the "University Place" revitalization project, including the parcel and land set aside for the use and benefit of the City of Memphis Public Works Division.

- This item is a resolution for the City of Memphis to accept from the Memphis Housing Authority the conveyance of approximately 3 acres of real property in the University Place development area via quitclaim deed.
- Real Estate recommends Council approval for the acceptance of this land to be utilized as a part of the development of the University Place revitalization project for an Administration Facility for the Public Works Division.
- No contracts are affected by this sale.
- This does not require an increased funding or a budget amendment; the transfer is for a nominal amount.

Division: General Services

Committee: Public Works, Transportation & General Services

Chairman - Hedgepeth

Vice Chairman - Strickland

Conrad, Fullilove, Halbert, Morrison

RESOLUTION

WHEREAS, the Memphis Housing Authority is the owner of approximately 3.0 acres of real property located in the University Place Development area, also known as the "University Place" revitalization project located within the boundaries of E.H. Crump Boulevard on the north, St. Louis/San Francisco Railway on the south, Dudley Avenue on the east, and East Street on the west

WHEREAS, the development plan for the University Place revitalization project includes this parcel and land set aside for the use and benefit of the City of Memphis Public Works Division; and

WHEREAS, the City of Memphis has requested Memphis Housing Authority to execute a Quitclaim Deed to convey approximately 3.0 acres of real property in the University Place revitalization project to the City of Memphis. The property transfer was approved in the MHA Board Commissioners meeting August 28, 2008, as shown in "Exhibit A", and more particularly shown in "Exhibits B", and described in "Exhibit C"; and

WHEREAS, the acceptance of the parcel by the City of Memphis is to be utilized as a part of the development of the University Place revitalization project for an Administration Facility for the Public Works Division is in the best interest of the City of Memphis.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MEMPHIS that the City of Memphis, accepts transfer of said parcels and to utilize this parcel as a part of the development of the University Place revitalization project by providing land for the Public Works Division. The City of Memphis shall accept the transfer via Quitclaim Deed; all rights, title and interest that the Memphis Housing Authority has in the approximate 3.0 acres of real property located within the boundaries of E.H. Crump Blvd. on the north, St. Louis/San Francisco Railway on the south, Dudley Avenue on the east, and East Street on the west in Memphis, Tennessee and any documents incidental to closing of the transfer shall be executed and the Mayor of the City of Memphis is hereby authorized to execute said deed or any other documents necessary to the closing of said transfer.

Exhibit A

CERTIFICATE OF RECORDING OFFICER

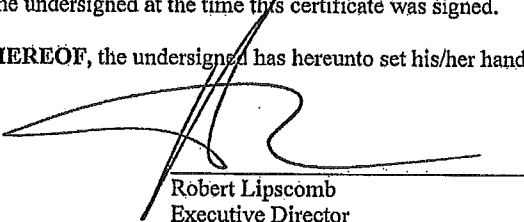
The Undersigned hereby certifies that:

1. He is the duly qualified and acting Secretary of the Memphis Housing Authority (hereinafter called the Local Public Agency) and the custodian of the records of the Local Public Agency, including the minutes of the proceedings of the Board of Commissioners (hereinafter called the A Governing Body); and is duly authorized to execute this certificate.
2. Attached hereto is a true and correct copy of Resolution No. 4075, including the WHEREAS clauses, adopted at the meeting of the Governing Body held on the 28th day of August 2008.
3. Said Resolution has been duly recorded and is now in full force and effect.
4. Said meeting was duly convened and held in all respects in accordance with law and the by-laws of the Local Public Agency. To the extent required by law and the by-laws, due and proper notice of said meeting was given. A legal quorum of members of the Governing Body was present throughout said meeting, and a legally sufficient number of members of the Governing Body voted in the proper manner for the adoption of said Resolution. All other requirements and proceedings under law, said by-laws, or otherwise, incident to the proper adoption of said Resolution, including publication, if required by law, have been duly fulfilled, carried out and otherwise observed.

5. The seal appearing below constitutes the official seal of the Local Public Agency and was duly affixed by the undersigned at the time this certificate was signed.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this 23rd day of August, 2011.

(Seal)



Robert Lipscomb
Executive Director

Exhibit B

RESOLUTION NO. 4075

RESOLUTION APPROVING MEMPHIS HOUSING AUTHORITY TRANSFER OF REAL PROPERTY TO THE CITY OF MEMPHIS

WHEREAS, the City of Memphis has requested Memphis Housing Authority MHA to execute a Quitclaim Deed to convey approximately 3.0 acre of real property in the University Place Development to the City of Memphis, and

WHEREAS, the purpose of the conveyance is in support of the proposed new City of Memphis Public Works administration facility, and

WHEREAS, the property to be conveyed by Quitclaim Deed to the City Of Memphis was acquired from funds which the City of Memphis allocated to Memphis Housing Authority for the University Place Development, and

WHEREAS, the Board of Commissioners desires to grant the Executive Director or Chairman of the Board the authority to transfer all rights, title and interest that MHA has in the 3.0 acre parcel of real property in the University Place Development to the City of Memphis via a Quitclaim deed.

THEREFORE, LET IT BE RESOLVED, that the Board of Commissioners authorizes the Executive Director or Chairman to transfer all rights, title and interest MHA has in the approximately 3.0 acre parcel via Quitclaim deed to the City of Memphis and is hereby authorized to execute the necessary instruments on behalf of Memphis Housing Authority.

Exhibit C

QUIT CLAIM DEED

THIS INDENTURE, made and entered into effective as of the 30th day of August, 2011, by and between MEMPHIS HOUSING AUTHORITY, a Tennessee public body, corporate and politic organized under the laws of the State of Tennessee (the "Grantor"), and the CITY OF MEMPHIS, a municipal corporation (the "Grantee").

WITNESSETH:

That for and in consideration of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, Grantor has bargained and sold and does hereby bargain, sell, convey, and confirm unto Grantee, the following described real estate located in Shelby County, Tennessee (the "Property"):

A CERTAIN TRACT OF LAND SHOWN AS TAX PARCEL No. 032015 00001 C AND BEING PART OF LOTS 1, 2 AND 3 OF THE RAGLAND SUBDIVISION AS RECORDED IN INSTRUMENT NUMBER 04091399 IN THE SHELBY COUNTY REGISTER'S OFFICE (S.C.R.O.) IN THE CITY OF MEMPHIS, COUNTY OF SHELBY, STATE OF TENNESSEE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF DUDLEY STREET (50'R.O.W.) 21.5 FEET EAST OF THE CENTERLINE OF DUDLEY STREET AND THE SOUTH RIGHT-OF-WAY LINE OF SLEDGE AVENUE (40'R.O.W.); THENCE SOUTH 83 DEGREES 46 MINUTES 06 SECONDS EAST, A DISTANCE OF 785.00 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SLEDGE AVENUE, SAID LINE ALSO BEING THE BACK OF CURB, TO THE NORTHEAST CORNER OF LOT 3, RAGLAND SUBDIVISION, SAID POINT BEING A MAGNAIL W/EOCR THE POINT OF BEGINNING; THENCE SOUTH 02 DEGREES 35 MINUTES 14 SECONDS WEST, A DISTANCE OF 483.50 FEET TO THE SOUTHEAST CORNER OF LOT 1, RAGLAND SUBDIVISION TO A SET IRON PIN (1" x 1" CONCRETE POST FOUND 2.0' EAST AND 2.5' SOUTH), IN THE NORTH LINE OF RAILROAD AVENUE (BURLINGTON NORTHERN SANTE FE RAILROAD RIGHT-OF-WAY); THENCE NORTH 84 DEGREES 31 MINUTES 09 SECONDS WEST, A DISTANCE OF 284.08 FEET; ALONG THE NORTH LINE OF SAID RAILROAD AVENUE, ALSO BEING THE SOUTH LINE OF SAID LOT 1, TO A POINT; THENCE NORTH 06 DEGREES 04 MINUTES 49 SECONDS EAST, A DISTANCE OF 486.25 FEET, TO A POINT AT THE BACK OF CURB IN THE SOUTH RIGHT-OF-WAY LINE OF SLEDGE AVENUE; THENCE SOUTH 83 DEGREES 46 MINUTES 06 SECONDS EAST, A DISTANCE OF 254.61 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SLEDGE AVENUE, SAID LINE BEING THE BACK OF CURB, TO THE POINT OF BEGINNING AND CONTAINING 3.00 ACRES (130,491 SQ. FT.) MORE OR LESS

This transference is subject to any and all easements for existing utilities, sanitary sewer and drainage facilities recorded and unrecorded located in the above described parcel of real property,

Grantee desires to merge this property with the adjacent parcel (032015 00005) for consolidation purposes.

IN WITNESS WHEREOF, Grantor has caused this deed to be signed as of the day and year first above written

MEMPHIS HOUSING AUTHORITY


RICKY E. WILKINS, Chairman

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, Darlene Dotson Green, a notary public of this county, RICKY E. WILKINS, Chairman of the MEMPHIS HOUSING AUTHORITY, a Tennessee public body, corporate and politic organized under the laws of the State of Tennessee with within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained in his capacity as Chairman.

WITNESS my hand, at office, this 30th day of August 2011



[Signature]
NOTARY PUBLIC

My Commission Expires March 28, 2015
Acknowledgement of Acceptance of Property by the City of Memphis:

CITY OF MEMPHIS

By: _____
A C Wharton, Jr., Mayor

APPROVED:

Herman Morris, Jr., City Attorney

ATTEST:

City Comptroller

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING
TAX PURPOSES IS -0-. THIS IS AN EXEMPT TRANSACTION; GOVERNMENTAL
AGENCY IS GRANTEE.

Affiant

Subscribed and sworn to before me this the _____ day of _____, 2011

NOTARY PUBLIC

My Commission Expires _____

Property Owner: City of Memphis Real Estate Department
125 N. Main, Room 568
Memphis, Tennessee 38103

Mail Tax Bills to: City of Memphis Real Estate Department
125 N. Main, Room 568
Memphis, Tennessee 38103

Parcel(s): 032015 00001C

***** Grantee desires to merge this property with the *****
adjacent parcel (032015 00005) for consolidation purposes

This instrument prepared by:

City of Memphis Real Estate Department
125 N. Main, Room 568
Memphis, Tennessee 38103



Memphis City Council Summary Sheet

Resolution for Lichterman Nature Center, project number PK08001:

- This item is a Resolution seeking Council approval for Park Services to move forward with the low bid in the amount of \$169,912.00 and, with contingency, a total of \$183,512.00 in expenditures from Contract Construction, funded by G.O. Bonds – General and chargeable to the Fiscal Year 2010 Capital Improvement Budget, for the construction of Lichterman Nature Center Renovations.
- The initiating party is the Division of Park Services.
- This Resolution does not change any existing Ordinance nor Resolution.
- This Resolution will require a new construction contract.
- This Resolution will require an expenditure of \$183,512.00 in Contract Construction, funded by G. O. Bonds – General in Lichterman Nature Center, CIP Project Number PK08001, for the construction of Lichterman Nature Center Renovations.

RESOLUTION

WHEREAS, the Council of the City of Memphis did include *Lichterman Nature Center*, CIP Project Number PK08001, as part of the Fiscal Year 2010 Capital Improvement Budget; and

WHEREAS, on June 8, 2010 the Council approved an appropriation of \$264,000.00 in "Contract Construction" in PK08001 for the construction of *Lichterman Nature Center Renovations*; and

WHEREAS, the Council requested that the Division of Park Services return to the Council after receiving bids for the project for review purposes; and

WHEREAS, bids were received on August 12, 2011 for the construction of *Lichterman Nature Center Renovations*, with the lowest and best complying bidder of five (5) bidders being ***Ambassador Construction Co.*** in the amount of \$169,912.00; and

WHEREAS, it is necessary to encumber \$183,512.00 in appropriations in Contract Construction, funded by G.O. Bonds - General in *Lichterman Nature Center*, CIP Project Number PK08001, for the following:

Bid amount:	\$169,912.00
Contingency amount:	\$13,600.00
	=====
TOTAL CONTRACT AMOUNT:	\$183,512.00

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Memphis that the Division of Park Services may move forward with the low bid in the amount of \$169,912.00 and, with contingency, a total of \$183,512.00 in expenditures from Contract Construction, funded by G. O. Bonds – General and chargeable to the Fiscal Year 2010 Capital Improvement Budget, for the construction of *Lichterman Nature Center Renovations*.



Memphis City Council Summary Sheet

Resolution seeking acceptance of a donation in the amount of \$4,500.00 from Target, awarded to the City of Memphis Police Department to provide and support public safety initiatives and strategies on the Greenline of Greater Memphis and area malls.

- This is a resolution to accept donated funds from Target in the amount of \$4,500.00 specifically for public safety initiatives and equipment.
- The City of Memphis Division of Police Services is awarded these funds and will serve as the fiscal agent.
- This is a new donation pending Council approval.
- Acceptance will require an amendment to the 2012 Operating Budget to appropriate the funds.

RESOLUTION

WHEREAS, the City of Memphis Division of Police Services has been awarded a donation in the amount of Four Thousand, Five Hundred Dollars (\$4,500.00) from Target; and

WHEREAS, the donation is intended to provide public safety on the Greenline of Greater Memphis and area malls, to include law enforcement equipment and repairs; and

WHEREAS, it is necessary to accept the donation and amend the Fiscal Year 2012 Operating Budget to establish funds; and

WHEREAS, it is necessary to appropriate the funds in the amount of Four Thousand, Five Hundred Dollars (\$4,500.00) from Target.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the donation in the amount of Four Thousand, Five Hundred Dollars (\$4,500.00) be accepted by the City of Memphis.

BE IT FURTHER RESOLVED, that the Fiscal Year 2012 Operating Budget be and is hereby amended by appropriating the Expenditures and Revenues for the Target donation as follows:

REVENUES

<u>Target</u>	<u>\$4,500.00</u>
Total	\$4,500.00

EXPENDITURES

Equipment	\$2,500.00
<u>Miscellaneous</u>	<u>\$2,000.00</u>
Total	\$4,500.00



Memphis City Council Summary Sheet

Resolution to amend Fire Service's FY2012 Operating Budget that was passed on June 21, 2011.

1. This item is a resolution to amend Fire Service's FY2012 Operating Budget by transferring an appropriation for Clothing from Suppression to various Fire service centers.
2. Fire Services was unable to procure a contract for clothing this fiscal year, therefore the clothing allotment was provided through payroll.
3. The original request was approved by Council in the Operating Budget.
4. This item does not require any additional funds to be appropriated in FY12.

RESOLUTION

WHEREAS, the Council of the City of Memphis approved the FY 2012 Operating Budget (Appropriation Ordinance #5398) on June 21, 2011; and

WHEREAS, clothing allotment was budgeted in Suppression and needs to be budgeted in each service center; and

WHEREAS, it has become necessary to amend the FY 2012 Operating Budget to transfer an appropriation in the amount of \$215,675 from City of Memphis Fire Service Suppression to various Fire service centers.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Memphis that the FY 2012 Operating Budget be and is hereby amended by the following:

From: Fire Suppression (0111-130701-052310) Clothing \$215,675

To: Fire Administration	(0111-130101-052310) Clothing	\$3,000
Fire Support Service	(0111-130201-052310) Clothing	\$900
Fire Hydrant Repair	(0111-130202-052310) Clothing	\$1,000
Fire OSHA/Airmask	(0111-130203-052310) Clothing	\$2,125
Fire Logistical Svc	(0111-130301-052310) Clothing	\$5,000
Fire Training	(0111-130401-052310) Clothing	\$8,750
Fire SORT	(0111-130202-052310) Clothing	\$3,000
Fire Communication	(0111-130501-052310) Clothing	\$22,000
Fire Prevention	(0111-130601-052310) Clothing	\$19,500
Fire Public Education	(0111-130602-052310) Clothing	\$2,600
Fire Anti-Neglect	(0111-130603-052310) Clothing	\$2,800
Fire EMS	(0111-130801-052310) Clothing	\$125,000
Fire Airport	(0111-131001-052310) Clothing	\$20,000



Memphis City Council Summary Sheet

Please provide a brief summary of the item, in bullet form, not to exceed one page:

1. Describe item (Resolution, Ordinance, etc.)
This is a resolution approving the nomination of Mr. Dana J. Jeanes as Vice President, Chief Financial Officer and Secretary-Treasurer, at an annual salary of \$166,004.80.
2. Identify initiating party (e.g., Public Works; at request of City Council, etc.)
Memphis Light, Gas and Water Division
3. State whether this is a change to an existing ordinance or resolution, if applicable.
This does not change an existing ordinance or resolution.
4. State whether this requires a new contract, or amends an existing contract, if applicable.
This does not require a new contract or amend an existing contract.
5. State whether this requires an expenditure of funds/requires a budget amendment.
This does not require an expenditure of funds or a budget amendment.

CITY COUNCIL RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners at their meeting held September 15, 2011, approved the nomination of Mr. Dana J. Jeanes to fill the position of Vice President, Chief Financial Officer and Secretary-Treasurer at an annual salary of \$166,004.80, and that his nomination be certified to the City Council for approval pursuant to the Division's Charter.

NOW, THEREFORE, BE IT RESOLVED BY the Council of the City of Memphis, that the nomination by the Board of Light, Gas and Water Commissioners of Mr. Dana J. Jeanes to fill the position of Vice President, Chief Financial Officer and Secretary-Treasurer, to supervise the day-to-day activities of the MLGW Vice President, Chief Financial Officer and Secretary-Treasurer division and all its departments at an annual salary of \$166,004.80, is hereby approved.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
September 15, 2011

The President has recommended to the Board of Light, Gas and Water Commissioners that Mr. Dana J. Jeanes, who as been Acting Vice President, Chief Financial Officer and Secretary-Treasurer since April 18, 2011, be nominated by the Board to fill the position of Vice President, Chief Financial Officer and Secretary-Treasurer at an annual salary of \$166,004.80 and that his nomination be certified to the City Council for approval pursuant to the Division's Charter.

NOW, THEREFORE, BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the nomination of Mr. Dana J. Jeanes to fill the position of Vice President, Chief Financial Officer and Secretary-Treasurer, to supervise the day-to-day activities of the MLGW Vice President, Chief Financial Officer and Secretary-Treasurer division and all its departments at an annual salary of \$166,004.80 is hereby approved and that his nomination to such position is hereby certified for approval by the City Council.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular, special meeting held on 15th day of September, 2011, at which a quorum was present.



Acting Secretary - Treasurer



Memphis City Council Summary Sheet

Please provide a brief summary of the item, in bullet form, not to exceed one page:

1. Describe item (Resolution, Ordinance, etc.)
This is a proposed Ordinance in support of authorizing the Memphis Light, Gas & Water Board of Commissioners to enter into contracts providing for expenditures for goods, materials and supplies, without prior approval by the City Council, so long as such expenditures are within the annual budget approved by the City Council.
2. Identify initiating party (e.g., Public Works; at request of City Council, etc.)
At the request of Memphis Light, Gas & Water
3. State whether this is a change to an existing ordinance or resolution, if applicable.
This is a change to Substitute Ordinance 5046 adopted by the Council on April 13, 2004 on third reading and amended by Ordinance 5383 adopted by the Council on October 12, 2010, on third reading. Substitute Ordinance 5046 amended contract approval limits for MLGW contracts previously established by Ordinance 3509 adopted by the Council on November 5, 1985.
4. State whether this requires a new contract, or amends an existing contract, if applicable.
This proposed Ordinance does not require a new contract or amendment of an existing contract.
5. State whether this requires an expenditure of funds/requires a budget amendment.
This proposed Ordinance does not require an expenditure of funds or budget amendment.

ORDINANCE NO. ____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF MEMPHIS PERTAINING TO THE BUDGET, SALARIES, AND CONTRACTS OF THE MEMPHIS LIGHT, GAS AND WATER DIVISION TO RAISE THE LIMIT REQUIRING APPROVAL OF THE CITY COUNCIL FOR CONTRACTS ENTAILING OBLIGATIONS OR INVOLVING EXPENDITURES RELATING TO THE PURCHASE BY MLGW OF GOODS, MATERIALS AND SUPPLIES.

Whereas, Section 681 of the City's Charter requires Council approval of any MLGW contracts entailing an obligation or expenditure in excess of Five Thousand Dollars; and

Whereas, Section 675 of the Charter requires Council approval of any salaries, fees or other compensation in excess of \$4,000 per annum of any engineers, subordinate officers, employees, auditors, attorneys, consultants and others employed to render extraordinary services to MLGW; and

Whereas, by Home Rule Amendment No. 3054 to the City's Charter, the Council is authorized to increase by ordinance the amount of contracts, salaries and compensation for employees and others that require Council approval; and

Whereas, from time to time the Council has amended its Code of Ordinances to increase the amount of contracts, salaries and compensation that require Council approval; and

Whereas, in order to improve the efficiency of placing contracts entailing obligations or expenditures for goods, materials and supplies, the Council desires to further amend its Code of Ordinances to raise the limits requiring approval and authorize the MLGW Board of Commissioners to make contracts of any amount entailing obligations or involving any expenditure solely for the purchase of goods, materials and supplies without the consent and approval of the Memphis City Council so long as said amount is within the budget established by the MLGW Board of Commissioners and approved by the City Council.

NOW THEREFORE BE IT ORDAINED THAT:

SECTION 1. Notwithstanding the provisions of any other Ordinance to the contrary, from and after the effective date of this Ordinance, the Board of Light, Gas & Water Commissioners shall have authority to enter into contracts of any amount entailing an obligation or expenditure solely for the purchase of goods, materials and supplies without the consent and approval of the Memphis City Council as long as such obligation or expenditure is within the annual budget established by the MLGW Board of Commissioners and approved by the City Council.

Any contracts entailing an obligation or expenditure for the purchase of goods, materials and supplies in an amount greater than \$25,000 shall not require prior approval but shall be reported to the Council of the City in writing at each of the City Council's meetings for information purposes only.

SECTION 2. The provisions of this Ordinance are hereby severable. If any of these sections, provisions, sentences, clauses, phrases or parts are held unconstitutional or void, the remainder of this Ordinance shall continue in full force and effect.

SECTION 3. This Ordinance shall take effect from and after the date it shall have been passed by the City Council, signed by the Chairman of the Council, certified and delivered to the office of the Mayor in writing by the comptroller, and become effective as otherwise provided by law.

SECTION 4. The Council staff and Council Records are directed to place this Ordinance on the Council's regular agenda for the second meeting in October 2011 for review and such action as the Council deems appropriate unless prior to such date the Council, after conducting public hearings, takes appropriate action by Ordinance to amend or repeal this Ordinance.

Chairman of the Council

Attest:

_____, Comptroller

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
January 6, 2011

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The President recommended to the Board of Light, Gas and Water Commissioners approval of an "Ordinance To Amend the Code of Ordinances of the City of Memphis Pertaining to the Budget, Salaries and Contracts of the Memphis Light, Gas & Water Division to Raise the Limit Requiring Approval of the City Council for Contracts Entailing Obligations or Involving Expenditures Relating to the Purchase by MLGW of Goods, Materials and Supplies" to be submitted to the Memphis City Council for its consideration and adoption.

The proposed Ordinance is an amendment to the existing Code of Ordinances of the City of Memphis and will grant authority to the MLGW Board of Commissioners to enter into contracts of any amount entailing an obligation or expenditure solely for the purchase of goods, materials and supplies without the consent and approval of the Memphis City Council as long as such obligation or expenditure is within the annual budget established by the MLGW Board of Commissioners and approved by City Council.

NOW, THEREFORE, BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, "An Ordinance To Amend the Code of Ordinances of the City of Memphis Pertaining to the Budget, Salaries and Contracts of the Memphis Light, Gas & Water Division to Raise the Limit Requiring Approval of the City Council for Contracts Entailing Obligations or Involving Expenditures Relating to the Purchase by MLGW of Goods, Materials and

Supplies" (attached herewith) is approved for submittal to the Memphis City Council for its consideration; and

THAT, The Memphis City Council is requested to support adoption of the proposed Ordinance.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a ~~regular~~ ^{special} meeting held on 6th day of January 20 11, at which a quorum was present.


Secretary-Treasurer



Memphis City Council Summary Sheet

Please provide a brief summary of the item, in bullet form, not to exceed one page:

1. Item is a Resolution authorizing the Mayor to enter into a purchasing agreement for the statue of Ramesses the Great (currently located at the front of the former Pyramid Arena), to the University of Memphis for public display and educational purposes.
2. The Initiating party is the Division of Housing and Community Development – CD90030-Planning and Grants.
3. This is not a change to an existing ordinance or resolution.
4. Resolution will require a new contract.
5. An expenditure of funds or a budget amendment is not required.

RESOLUTION

WHEREAS, the Memphis City Council is responsible for the disposition of all City owned personal property valued at more than five Hundred Dollars (“\$500.00”); and

WHEREAS, since 1991, the Pyramid Arena, located in the City of Memphis, has been an iconic structure in the downtown Memphis Skyline; and until 2007, served the City of Memphis as a prominent entertainment venue; and

WHEREAS, the Pyramid Arena was associated with an Egyptian theme, relative to the City’s namesake in Egypt, and included a twenty –five foot replica of the Ramesses Colossus statue which stands in front of the structure; and

WHEREAS, in July 2010, the City of Memphis, as the sole owner of the Pyramid Arena, entered into a long term lease with Bass Pro Shops, Inc. for the creation of a destination retail center in the Pyramid Arena; and

WHEREAS, both the City of Memphis, and Bass Pro Shops have agreed, as lessor and lessee, that the historical and cultural significance of the statue’s existence was inconsistent with the theme of Bass Pro Shops, Inc. in their redevelopment of the Pyramid; and

WHEREAS, it was determined by the City of Memphis that the Ramesses statue should be relocated to a site where its educational value and significance to the City of Memphis can be maximized; and

WHEREAS, the University of Memphis, public university has expressed an interest in relocating the statue to their main campus as a part of their collection of Egyptian artifacts and educational items; and

WHEREAS, after careful consideration and deliberation by the City Administration and the Memphis City Council, it has been determined that the Ramesses statue should be relocated to the University of Memphis, where it shall be displayed in such a location where its cultural and educational significance and value shall be maximized by the citizens of Memphis, as well as all other persons who desire access to this work; and

WHEREAS, in the furtherance of this position, it is also agreed that the City of Memphis and the University of Memphis shall enter into a purchase agreement for the statue to memorialize the terms and conditions of their arrangement. Said agreement is included with this Resolution as Exhibit “A.”

NOW, THEREFORE, BE IT RESOLVED, that the Memphis City Council hereby authorizes the Mayor of the City of Memphis to execute the Purchase Agreement affixed to this resolution with the University of Memphis to display the Ramesses statue on its campus in accordance with the terms and conditions as set forth herein.

**CONDITIONAL PURCHASE AGREEMENT BETWEEN THE CITY OF MEMPHIS AND THE
UNIVERSITY OF MEMPHIS FOR THE RELOCATION AND USE OF THE OFFICIALLY
AUTHORIZED REPLICA OF THE COLOSSUS OF RAMESSES II**

THIS PURCHASE AND SALE AGREEMENT of personal property is made and entered into this ____ day of _____, 2011, by and between the City of Memphis, by and through its Division of Housing and Community Development, with its principal offices located at 701 North Main Street, Memphis, TN 38107, (hereinafter called the "Seller") and The University of Memphis, a public university within the Tennessee Board of Regents system (hereinafter called the "Purchaser"), with its principal offices located at 3720 Alumni Avenue, Memphis, TN 38152.

WITNESSETH:

WHEREAS, since 1991, the Pyramid Arena, located in the City of Memphis, has been an iconic structure in the downtown Memphis Skyline; and until 2007, served the City of Memphis as a prominent entertainment venue; and

WHEREAS, the Pyramid Arena was associated with an Egyptian theme, relative to the City's namesake in Egypt, and included a twenty-five foot replica of the Ramesses Colossus statue which stands in front of the structure; and

WHEREAS, in July 2010, the City of Memphis, as the sole owner of the Pyramid Arena, entered into a long term lease with Bass Pro Shops, Inc. for the creation of a destination retail center in the Pyramid Arena and surrounding area; and

WHEREAS, both the City of Memphis, and Bass Pro Shops have agreed, as lessor and lessee, that the historical and cultural significance of the statue's existence was inconsistent with the theme of Bass Pro Shops, Inc. in their redevelopment of the Pyramid; and

WHEREAS, it was determined by the City of Memphis that the Ramesses statue should be relocated to a site where its educational value and significance to the City of Memphis can be maximized; and

WHEREAS, a Request for Proposals (RFP) was initiated on July 5, 2011 and responses were due on or before August 5, 2011 and the City received one response to the RFP from the University of Memphis; and

WHEREAS, in their response, the University of Memphis, presented a plan for relocation of the statue to their main campus as a part of their collection of Egyptian artifacts and educational items; and

WHEREAS, after careful consideration and deliberation by a review committee, the City Administration and the Memphis City Council, it has been determined that the Ramesses statue should be relocated to the University of Memphis, where it shall be displayed in such a location where its cultural and educational significance and value shall be maximized by the citizens of Memphis, as well as all other persons who desire access to this work; and

WHEREAS, the City of Memphis and the University of Memphis shall enter execute a purchase agreement of the statue to memorialize the terms and conditions of their arrangement.

NOW, THEREFORE, the parties to this agreement for considerations set forth below, do here and now agree and bind themselves to the following terms and conditions:

Seller hereby transfers to Purchaser the personal property described in Exhibit "A" attached hereto and made a part hereof, all of which is hereinafter referred to as "the property", on the following terms and conditions:

I. Term

This Agreement shall commence on the 1st day of _____, 2011, and shall be continuous in nature, so long as the Purchase shall utilize the property in conjunction with the premises set forth in Section IV. of this Agreement. In

the event that the Purchaser shall discontinue use of the property in the manner set forth in Section IV. of this Agreement, the Seller shall, at its election, enter into the premises of the Purchaser, and reclaim the property, or otherwise enjoin Purchaser from utilizing the property in a manner inconsistent with that set forth in Section IV. of this Agreement.

II. Purchase Price

(a) The University shall pay Seller as purchase price for the property the sum of One **Dollar (\$1.00)** Except as may be otherwise provided herein, the University shall be liable for any taxes or other costs assessed against the property or upon the possession or use thereof, and the University hereby indemnifies and holds Seller harmless from all liability therefor. The University shall be also liable for any sales and use taxes applicable to the purchase of said property hereunder.

(b) The University shall be responsible for ensuring that a purchase and relocation plan for the statue is completed at the time of the purchase as the University will be placed in full possession of the property upon the approval of the sale by the Memphis City Council. Should a purchase and relocation plan not be completed by Purchaser upon the City Council's approval of the sale, the Seller may, at its option, terminate this agreement in accordance with the paragraph hereof entitled, "Termination." If, however, the University is deprived of full possession of the property due to the acts of Seller or its employees and agents, or due to a defect in Seller's title, or due to fire, flood, earthquake, acts of God, acts of the public enemy, or any other cause beyond the control of the University, and, if the University is deprived of possession of the property for a period of One Hundred Eighty (180) consecutive days, the University may, at its option, terminate this agreement in accordance with the paragraph hereof entitled, "Termination."

III. Delivery, and Transportation Expenses

The University shall be responsible for removing the property from its current location of One A.W. Willis Avenue, Memphis, TN, 38103, and transporting it to the University of Memphis, where it shall be relocated to the _____, which is located at _____ on the University campus. The property shall be placed on public display at this location, and shall be made accessible and available for public viewing at no cost to the general public during all hours of operation of the University of Memphis.

All transportation, packaging, and assembly charges relating to the property shall be at the sole expense of the University. The property shall be installed by Purchaser at its sole expense.

IV. Use of Property

(a) In accordance with the terms and conditions of this Purchase Agreement, the University shall use and display the property either alone or in conjunction with other accessories, equipment or property, as an item of cultural and educational significance to the City of Memphis, Tennessee, and in that connection, shall place the property in an area on the campus, either indoors or outdoors, where it shall be available for public viewing and education on its significance. The University shall not be prohibited from placing or using the property with other objects of similar theme, provided that it is done in a manner that maintains an historical depiction of the property.

(b) The property shall, in all events, even if attached to realty, be deemed the personal property of the University. The University will keep the property free from all liens and encumbrances, and shall not otherwise, offer or seek to offer the premises as security or collateral for any debt. In the event that the University shall pledge the property as security or collateral for any indebtedness of the Seller, Seller shall have the right to terminate this agreement immediately, and to enter the premises and reclaim the property, or demand that it be returned to a specific location as determined by the Seller. Any such pledge or collateralization of the premises shall be deemed void upon its inception.

(c) Failure of the University to comply with the terms as conditions of this section may constitute an event of default, as set forth in paragraph VIII of this agreement, and shall entitle and allow Seller, at its discretion, to re-enter and repossess its personal property to cure any default herein.

V. Warranty and Maintenance

Seller makes no warranties; either expressed or implied, concerning the property, but does provide that it has full power, right, and authority to enter into this agreement.

The University will keep the property in good working order and condition, and will make all necessary adjustments and repairs promptly upon oral or written notice from Seller that such are required or, in any event, on inspections by Seller of the property, all at the University's sole expense. Seller may inspect the property at all other reasonable times, but shall provide adequate notice, in writing of its intent to inspect the property, which shall contain the date, time, and personnel that will be conducting the inspection. Seller shall share all inspection reports with the University, so as to allow the University to make any necessary repairs and/or adjustments in accordance with the inspection report(s).

VIII. Default, Remedies, Suspension, and Termination

(a) In the event the University shall fail to substantially perform any of the duties and obligations under this agreement or any other agreement related hereto, and shall have failed to cure the same within thirty (30) days (unless the event is caused by either an act or omission by the Seller, then an event of default ("Event of Default") shall have occurred under this agreement. When an action constituting an Event of Default shall occur, the Seller shall notify the University in writing and advise the University of the Default, as well as the time period within which the University shall have to cure same. An Event of Default shall not have occurred if the failure to substantially perform cannot be cured within said cure period and such party has commenced to cure within said cure period and thereafter diligently pursues such cure. In addition to the matter set forth above, each of the following events, upon failure to cure within the aforesaid curative periods, shall constitute an Event of Default hereunder:

Any failure or omission on the part of the University to comply with the material terms and conditions of this Agreement;

Misrepresentation or omission by University of any material fact or facts related to this Agreement which materially and adversely affects the rights or obligations of the parties hereto;

The filing of any petition under any bankruptcy, moratorium, reorganization or insolvency act, Federal or State, by the University against the University which, if against same, is not dismissed within ninety (90) days of such filing; and

The filing of an application for the appointment of a receiver for, or the making of a general assignment for the benefit of creditors of, the University, however expressed or indicated.

(b) All remedies of the parties provided for herein are cumulative and shall be in addition to all other rights and remedies provided by law. The exercise of any right or remedy by either party hereunder shall not in any way constitute a cure or waiver of default hereunder or invalidate any act done pursuant to any Event of Default hereunder or prejudice a party hereto in the exercise of any of its rights hereunder, unless in the exercise of said rights the party realizes all amounts owed to it under this Agreement.

(c) Notwithstanding anything to the contrary herein contained, the University shall have the right to contest, in good faith, any claim, demand, levy or assessment, the assertion of which would constitute any Event of Default hereunder.

(d) This Agreement may be terminated by Seller, whenever the University shall default in the performance of activities specified in this Agreement and/or its attachments and fails to cure such default within a period of thirty (30) days, or such longer period as the Seller shall determine, provided that the Seller shall serve notice of default, in writing, upon the University. As a result of the termination of the Agreement, Seller shall be entitled to enter the premises of the University, or cause its contractors, agents, and / or assigns to enter the premises of the University for the sole purpose of repossessing the property due to an event of default. Seller shall not be unreasonably delayed in its reclamation of its property from the University if an event of default should occur.

IX. Exclusivity

Seller recognizes that it has been provided, by the Arab Republic of Egypt, the exclusive right to display the only permitted replica of the Colossus of Ramesses, ("the Property") and that the agreement is in the furtherance of the City's continued display of the Property in conjunction with the exclusive right that Seller has been provided. Any lease, transportation, relocation, display, or other use of the Property shall be performed in a manner consistent with this Purchase and Sale Agreement, and with the express written consent of the appropriate authority of the City of Memphis.

X. Non-Waiver

This Agreement and any provision hereof may not be changed, waived, discharged or terminated except by an instrument in writing signed by both parties.

XI. Not an Agent

Nothing in this Agreement shall be deemed to represent that the University is the agent, representative or employee of the Seller. Anything in this Agreement which may appear to give the Seller the right to direct the University as to the details of the performance of its business or to exercise a measure of control over the University and shall only mean that the University shall follow the desires of the City of Memphis only as to the intended results of the scope this Agreement.

XII. Non-Transferability

This Agreement shall not be transferred or assigned without prior written consent of the City.

XIII. Verbal Agreements

It is specifically stipulated that there are no verbal agreements or understandings between the parties hereto affecting this Agreement, which have not been set forth expressly herein. This Agreement constitutes a final and complete integration of those understandings.

XIV. Parties to be bound

Seller and the University each bind themselves, their partners, successors, executors, administrators and assigns to this Agreement.

XV. Elected Officials / Conflict of Interest

The University certifies that none of its employees are directly or personally involved with the creation, negotiation, or execution of this Agreement. Seller certifies that none of its employees are directly or personally involved in any transaction or hold any financial interest in the transaction referenced in this Agreement nor shall, elected official, or any member of Congress of the United States shall be admitted to any financial share or interest in any part of this

Agreement. The University further certifies that no elected official or employee of Seller has a financial interest in any part of the University's business that relates to this transaction.

XVI. Designated Administrator

The Designated Administrator of this Agreement shall be the Director of the City of Memphis, Division of Housing and Community Development or his duly designated appointee.

XVII. Number and Gender

Wherever used the singular number shall include the plural, the plural the singular, and the use of the any gender be applicable to all genders, as the context may require.

XVIII. Notices

All notices or demands hereunder shall be given in writing and shall be deemed to have been sufficiently given for all purposes when presented personally or sent by registered or certified mail to any party hereto at the address set forth below or at such other address as either party shall subsequently designate in writing:

If to Seller:

**Robert Lipscomb, Director
City of Memphis / HCD
701 North Main Street
Memphis, TN 38107**

With a copy to:

**Herman M. Morris, Jr.
City Attorney
125 N. Main Street, Rm 336
Memphis, TN 38103**

And a copy to:

**Marcus D. Ward
Senior Assistant City Attorney
701 North Main Street
Memphis, TN 38107**

If to the University

**Dr. Shirley C. Raines, President
The University of Memphis
3720 Alumni Avenue
Memphis, TN 38152**

XIX. Jurisdiction

The terms, conditions, and covenants of this Agreement shall be governed, enforced, and adjudicated pursuant to the laws of the State of Tennessee, and no other.

XX. Recordation of Agreement

Upon the execution of this Agreement, the parties shall cause same to be recorded with the appropriate agency as notice of the execution of the transaction herein.

IN WITNESS WHEREOF, the parties hereto has caused this Transfer of Personal Property, particularly the statue of Ramesses the Great, owned by the City of Memphis and to be transferred to the University of Memphis, to be executed by authorized signatories, effective as of the day and year first above written.

CITY OF MEMPHIS, TENNESSEE

THE UNIVERSITY OF MEMPHIS

A C Wharton, Jr., Mayor
City of Memphis

Dr. Shirley C. Raines, President
University of Memphis

Robert Lipscomb, Director
Division of Housing and Community
Development

APPROVED AS TO LEGAL FORM

Herman M. Morris, Jr.
City Attorney

Marcus D. Ward
Senior Assistant City Attorney

ATTEST:

COMPTROLLER

EXHIBIT "A"

DESCRIPTION OF PERSONAL PROPERTY TO BE PURCHASED

The statue of Ramesses the Great is the only permitted replica of the Colossus of Ramesses. The property is a granite structure approximately 25 feet tall and 100,000 pounds (50) tons in weight, including the supportive base. Both the statue and the base will be removed during the relocation process

The property is currently located in front of the former Pyramid Arena, which is addressed as One A.W. Willis Avenue, Memphis, TN 38103. The statue, however, is located on the west side of Front Street between Overton and Shadyac streets on conspicuous display.



Memphis City Council Summary Sheet

1. Resolution authorizing the Division of Housing and Community Development to award \$413,500.00 in funding to designated 501 (c) 3 organizations for the purpose of community development, community initiatives, and business/economic development activities.
2. The initiating party is the Division of Housing and Community Development (Service Centers: 210301 – Economic Development and 210301 – Community Initiatives).
3. This is not a change to an existing ordinance or resolution.
4. New contracts will be required for the activities utilizing the FY2012 General Fund Operating Budget.
5. Expenditures of funds will be required.

Resolution

WHEREAS, the Division of Housing and Community Development continues in its efforts to assist non-profit organizations in community and economic development within the City of Memphis; and

WHEREAS, the City of Memphis Division of Housing and Community Development has included funding in the approved FY2012 General Fund Operating Budget in the amount of, and Four Hundred Thirteen Thousand Five Hundred Dollars and 00/100 ("413,500.00")

WHEREAS, the City of Memphis Division of Housing and Community Development desires to utilize these funds to promote community development, community initiatives, and business/ economic development activities; and

WHEREAS, such activities will take place throughout the city and be utilized by designated 501(c) 3 organizations.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Memphis that the following 501(c) 3 organizations will utilize funding in the FY2012 General Fund Operating budget for the purpose of community development, community initiatives, business/ economic development activities:

GENERAL FUNDS OPERATING BUDGET	PROPOSED AWARDS AMOUNT
ORGANIZATION	
Bridges USA, Inc.	\$20,000
Habitat for Humanity	\$20,000
MIFA	\$20,000
RISE Foundation, Inc.	\$20,000
Southwest Tennessee Community College/ TSBDC	\$100,000
Meritan, Inc.	\$20,000
South Memphis Alliance Inc	\$10,000
Hyde Park Community Development Corp.	\$10,000
Memphis Area Legal Services	\$10,000
Memphis Center City Development Corp	\$10,000
Neighborhood Christian Center	\$10,000
Memphis Black Arts Alliance	\$10,000
Africa in April Cultural Awareness Festival	\$10,000
Memphis Area Minority Contractors Association	\$18,000
The Works, Inc.	\$10,000
Mid-South Junior Golf Association/ First Tee	\$7,700
Kids in Technology Inc	\$7,700
Agape Child & Family Services, Inc.	\$7,700
Mid-South Minority Council TADP, Inc	\$7,700
Memphis Urban Debate League	\$7,700
YWCA of Greater Memphis	\$7,700
Southeast Memphis CDC	\$7,700
Frayser CDC	\$7,700
North Memphis CDC	\$7,700
United Housing	\$7,700
Casa of Memphis & Shelby County Inc	\$7,700
Mid-South Peace and Justice Center	\$7,700
MPACT Memphis Inc	\$7,700
Blues City Cultural Center	\$7,700
Douglass Bungalow	\$7,700
TOTAL GENERAL OPERATING BUDGET	\$413,500

BE IT FURTHER RESOLVED that the funding for these activities will be revenues in the amount of Four Hundred Thirteen Thousand Five Hundred Dollars and 00/100 ("413,500.00") from FY2012 General Funds Operating Budget, with each organization receiving their funding contingent upon the completion of the municipal grant application guidelines set by the State of Tennessee.



Memphis City Council Summary Sheet

1. Item is Resolution appropriating the Revenues and Expenditures for the Neighborhood Stabilization Program funds in the amount of \$626,370.00.
2. The initiating party is the Division of Housing and Community Development / CD90006-Non Profit Housing Department.
3. This resolution is not a change to an existing ordinance or resolution.
4. Resolution will amend an existing contract.
5. There will be an expenditure of funds required.

RESOLUTION

WHEREAS, the City of Memphis, through the Division of Housing and Community Development, in response to the Neighborhood Stabilization Program (NSP) allocation, establishing a planning committee to examine foreclosure and sub prime loan data for the City of Memphis in order to identify the areas of greatest need for NSP funding; and

WHEREAS, the Division of Housing and Community Development (HCD) on behalf of the City of Memphis submitted a grant application to the U.S. Department of Housing and Urban Development (HUD) as required to amend the City's 2008 Annual Federal Action Plan, as authorized under Title III of the Housing and Economic Recovery Act (HERA) of 2008; and

WHEREAS, the City of Memphis was awarded Eleven Million, Five Hundred Six Thousand, Four Hundred and Fifteen Dollars (\$11,506,415.00) from HUD for a period commencing April 1, 2009 and ending September 30, 2010; and

WHEREAS, the City of Memphis, Division of Housing and Community Development (HCD) proposes making the majority of the NSP funds available for use by nonprofit and for profit affordable housing developers within 10 zip codes of Memphis. HCD expects that this funding will result in the acquisition, rehabilitation, and deposition of approximately 145 units; and

WHEREAS, the Division of Housing and Community Development has generated in Program Income a total of Three Hundred Thirty-Three Thousand, One Hundred and Sixty Dollars (\$333,160.00) as of June 30, 2011. It is estimated for FY2012 an additional Two Hundred Ninety-Three Thousand, Two Hundred and Ten Dollars (\$293,210.00) will be collected in Program Income under the NSP Program.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis, that the Program Income generated from HUD Neighborhood Stabilization Program (NSP) in the amount of Six Hundred Twenty-Six Thousand, Three Hundred and Seventy Dollars (\$626,370.00) be accepted by the City of Memphis; and

BE IT FURTHER RESOLVED, that the Fiscal Year 2012 Operating Budget be and is hereby amended by appropriating the Revenues and Expenditures for the Neighborhood Stabilization Program in the amount of Six Hundred Twenty-Six Thousand, Three Hundred and Seventy Dollars (\$626,370.00) as follows:

Revenue

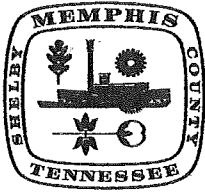
<u>HUD Neighborhood Stabilization Program Grant (Award #12400)</u>	<u>\$626,370.00</u>
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Total	\$626,370.00
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Expense

<u>Payment to Subgrantees (CD90006) (Award #12400)</u>	<u>\$626,370.00</u>
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Total	\$626,370.00
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Memphis City Council Summary Sheet

Please provide a brief summary of the item, in bullet form, not to exceed one page:

1. Describe item (Resolution, Ordinance, etc.)

Resolution to approve the City of Memphis - Division of Housing and Community Development's leases and / or sub-leases of Memphis City property that may be subject to City of Memphis Ordinance 2-291 relating to Real Property.

2. Identify initiating party (e.g., Public Works; at request of City Council, etc.)

Division of Housing & Community Development

3. State whether this is a change to an existing ordinance or resolution, if applicable.

Not Applicable

4. State whether this requires a new contract, or amends an existing contract, if applicable.

This requires a new contract (a new Lease Agreement).

5. State whether this requires an expenditure of funds/requires a budget amendment.

This does not require an expenditure of funds or a budget amendment.

RESOLUTION

WHEREAS, City of Memphis Ordinance 2-291 relating to Real Property provides language and processes for the disposition of City of Memphis properties through sale, exchange or transfer; and

WHEREAS, it is clear and concise per said language that City of Memphis Ordinance 2-291 relates to the disposition of real property belonging to the City of Memphis; and

WHEREAS, for the purposes of Ordinance 2-291 relating to Real Property any lease or license agreement two (2) years or more shall be considered a conveyance and shall be submitted to City Council for approval; and

WHEREAS, for the purposes of Ordinance 2-291 any extensions or renewals bringing the total term to two (2) years or more shall be included as a conveyance; and

WHEREAS, in the context of leases, a new lease that is merely a reexecution of the old lease, and does not confer any greater obligations or rights than those in the old lease, said transaction is a renewal of the old lease; and

WHEREAS, the Division of Housing and Community Development of the City of Memphis leases and / or sub-leases City of Memphis property that may be subject to City of Memphis Ordinance 2-291 relating to Real Property; and

WHEREAS, the Division of Housing and Community Development of the City of Memphis shall submit its leases and / or sub-leases to the City Council of Memphis City for approval; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MEMPHIS, TENNESSEE, that:

1. The Lease Agreements between the City of Memphis and the Lessees listed on **Exhibit A** are hereby approved at the rates specified on **Exhibit A**.

2. The term of the Lease Agreements between the City of Memphis and the Lessees listed on **Exhibit A** shall be as specified on **Exhibit A**.

3. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee.

4. **BE IT FURTHER RESOLVED**, that the City Mayor is hereby authorized to execute all documents necessary to lease and / or sub-lease the properties listed on **Exhibit A** to the Lessees listed on **Exhibit A** for the term therein specified.

CITY OF MEMPHIS HCD LEASES

Note 1 = Multi-year undetermined lease term



Memphis City Council Budget Summary Sheet FY2012

- This Resolution is to accept and appropriate \$52,530 from the Foundation for the Memphis and Shelby County Library to fund the LINC/2—1 Database Manager.
- Initiating Party: Public Service Division
- There is no change to an existing resolution or ordinance.
- This Resolution does not require a new contract or modification to an existing contract.
- No expenditure of funds is required under this Resolution.

RESOLUTION

WHEREAS, the City of Memphis, Division of Public Services and Neighborhoods, Memphis Public Library and Information Center has received grant funds in the amount of Fifty Two Thousand, Five Hundred Thirty Dollars and Zero Cents (\$52,530.00) from The Foundation for the Memphis & Shelby County Library through funding provided by the United Way; and

WHEREAS, these funds will be used to fund all expenses related to a Database Manager for LINC/2-1-1; and

WHEREAS, it is necessary to appropriate the grant funds in the amount of Fifty Two Thousand, Five Hundred Thirty Dollars and Zero Cents (\$52,530.00) for full-time salaries related to the Database Manager position in LINC/2-1-1; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that \$52,530.00 for LINC 2-1-1 Services be accepted by the City of Memphis.

BE IT FURTHER RESOLVED, that the Fiscal Year 2012 Operating Budget be and is hereby amended by appropriating the Expenditures and Revenues for LINC 2-1-1 Services amount of Fifty Two Thousand Five Hundred Thirty Dollars and Zero Cents (\$52,530.00) as follows:

Revenue

Foundation for the Library	\$ 52,530.00
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Expense

Full-Time Salaries	\$ 52,530.00
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